

**AGREEMENT BETWEEN
THE BOARD OF EDUCATION
OF THE CITY OF BEVERLY**

AND

THE BEVERLY EDUCATION ASSOCIATION

SEPTEMBER 1, 2009

TO

SEPTEMBER 1, 2010

FILE COPY

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ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the "majority representative" for collective negotiations concerning the terms and conditions of employment for all personnel whether under contract, on leave or a per diem basis, employed or to be employed by the Board, excluding secretaries, custodians, and supervisory personnel.
- B. Unless otherwise indicated, the term "teacher", when used hereinafter, in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined including teacher aides, and references to male personnel shall include female personnel.

ARTICLE II
GRIEVANCE PROCEDURE

- A. Definitions:
 - 1. "Grievance" is a claim based upon an alleged violation of a term and condition of employment or administrative decision, whether the term and condition comes from the negotiated agreement, board policy, or administrative decisions which affect the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement.
 - 2. An "Aggrieved Person" is the person or persons making the claim.
 - 3. A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- B. Purpose:
 - 1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
 - 2. Nothing herein contained shall be construed as limiting the right of any teacher(s) having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
- C. Procedure:
 - 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All grievances shall be filed on the form approved by the Board of Education and Beverly Education Association. (Appendix A)

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.
3. Level One: A teacher with a grievance shall first discuss it with the Assistant Principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
4. Level Two: If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance at Level One, he may file the grievance in writing to the Superintendent within five (5) school days after the decisions at Level One or ten (10) school days after the grievance was presented, whichever is sooner.
5. Level Three: If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, file the grievance in writing to the Board of Education. The Board or a committee thereof shall review the grievance and may, at its discretion, hold a hearing with the employee and render a decision in writing within five (5) school days after the next board meeting following the deliverance of the grievance to the Board of Education.
6. Level Four:
 - a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within five (5) school days after the next board meeting following the delivery of the grievance to the Board of Education, he may within five (5) school days after the said Board of Education meeting, request in writing that the Chairman of the Associations' Committee of Professional Rights and Responsibilities (hereinafter referred to as the "PR & R Committee") submit his grievance for arbitration. If the PR & R Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
 - b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR & R committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound

by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- c. The arbitrator so selected shall confer with the representatives of the Board and of the PR & R committee and hold a hearing promptly and shall issue his decision not later than twenty (20) days from the date of the close of hearings or, if oral hearings have been waived, then from the date the final statements and proofs of the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final and binding on the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Teachers of Representation:

1. Any party in interest may be represented at all stages of the grievance by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to have a representative present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration, or by the Association or any member thereof, against any party in interest, any building representative, any member of the PR & R Committee or any other participant in the grievance procedure by reasons of such participation.

E. Miscellaneous:

1. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this ARTICLE.

ARTICLE III
NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968 in a good faith effort to reach agreement on all matters concerning the terms and conditions of a teacher's employment.

Such negotiations shall begin not later than October 1, of the calendar year preceding the calendar year in which this Agreement expires. Any Agreements to negotiate shall apply to all teachers, be reduced to writing, be adopted by the Board and the Association, and be signed by both. Negotiations for a successor agreement will commence in accordance with the requirements of law.

- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection, all pertinent records, and information of the Beverly City School District.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representative shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- D.
 - 1. Representatives of the Board and the Association's negotiating committee shall meet within seven (7) calendar days upon receiving written notice from either party to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Neither party shall be required to attend more than one (1) such meeting per month.
 - 2. Should a mutually acceptable amendment to the Agreement be negotiated by the parties, it shall be reduced to writing, be adopted by the Board and the Association, and be signed by both.
- E. Except as this agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.
- F. The Board agrees not to negotiate concerning said employees in the negotiations unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- H. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE IV
TEACHER RIGHTS

- A. Teachers' rights shall be in accordance with Chapter 303, Public Laws, 1968 and Title 18.
- B. Whenever any teacher is required to appear before the Administration, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- C. Any suspension of a teacher pending charges shall be with pay.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agenda and minutes of all Board meetings, census data, names and addresses of all teachers, and such information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- B. The Association and its representatives shall have the right to use the school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings; subject to approval of the Board of Education or their delegated representative.
- C. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

ARTICLE VI
TEACHER EMPLOYMENT

- A.
 - 1. Each present teaching staff member shall be placed on the appropriate step of the salary schedule included in this agreement based on prior employment in the district. (Appendix B)
 - 2. The Board shall approve the employment, fix the compensation and establish the term of employment for each new person employed by this district. Such approval shall be given only to those candidates for employment recommended by the CSA.

3. Any teacher employed on or before January 15, of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
- B. Each non-tenured teaching staff member shall be observed and evaluated prior to April 30th. The Board of Education shall give each non-tenured teaching staff member either a contract of employment or written notice that employment will not be offered on or before May 15th.
- C. A maximum of ten (10) days of previous accumulated unused leave days from a New Jersey public school district will be credited to newly hired teaching staff members.

ARTICLE VII TEACHER EVALUATION

Tenured Teaching Staff Procedure:

Authority - In keeping with the Board of Education's policy for evaluating tenured teaching staff members, this procedure shall be implemented by the Superintendent and other certified professional staff.

Foundation - In order that there is agreement and common understanding of the specific tasks and duties for which the teaching staff member is responsible, the written job description of the position held by the teaching staff member will form the foundation of the evaluation. The teaching staff member's performance will be assessed in terms of the degree of excellence with which he arrives out of the specific duties and responsibilities set forth in the job description.

Criteria - Specific written criteria for determining the degree of excellence with which the teaching staff member performs will be developed for each position by the professional staff and may include any or all of the areas listed in the job description.

Methods of Collection - Specific methods for collection of evaluation data will be developed for each position by the professional staff and shall include, but not necessarily be limited to

- Observation
- Review of personnel file
- Measure of the student progress, including classroom criteria referenced and standardized test results
- Review of professional planning
- Surveys or questionnaires

Participants in Data Collection - The data shall be collected by properly certificated members of the professional staff as specified in "F" or "B" of this procedure.

Evaluation -

- A. All monitoring and observation of teaching staff performance shall be conducted openly and with full knowledge of the staff member. Electronic devices may be used, to facilitate data collection with the consent of the teaching staff.

B. Teachers shall be evaluated by any of the following:

- Superintendent/Principal
- Assistant Principal OR
- Any other person employed by the Board of Education to serve in the capacity of supervisor and/or coordinator.

C. Before any evaluation report is finalized, submitted to the Chief School Administrator, or placed in the personnel file, such report shall be discussed at the post evaluation conference of the teaching staff member and the evaluator. Prior to this meeting, the teaching staff member shall be given a copy of the written evaluation of his performance. The teaching staff member shall have the right to submit a written response to any material within the report within fifteen (15) days of the post evaluation conference. This response will be reviewed by the evaluator and will be attached to copies of the report in all file locations.

D. Any complaints regarding a teacher made to any member of the administration by any parent, students, or other personnel shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Teacher's Association at any meeting or conference regarding such complaint.

Every evaluation shall be signed by both the evaluator and the teaching staff member evaluated. The teaching staff member's signature, however, shall not be interpreted as an assent to the contents signed. In no event shall anyone be asked to sign an incomplete evaluation. Public disclosure of the content of the evaluation or of the responsive comment, if any, shall be governed by relevant statute, rule and policy.

Tenured teaching staff members will receive a minimum of one (1) observation each year sometime between October 1st and May 15th. The specific time and day of such observation(s) will be determined by the administration and will not require prior notification of the intent. The number and date of subsequent observation(s) will be at the discretion of the administration. Observation means a visitation to an assigned work station by a certified supervisor for the purpose of formally collecting data on the performance of a teaching staff member's assigned duties and responsibilities and of a duration appropriate to same.

The post evaluation conference between the staff member and evaluator shall be held within ten (10) school days of the observation. An annual written performance report and annual summary conference will be held between the teaching staff member and a supervisor who has participated in the evaluation.

E. The annual summary conference between supervisors and teaching staff members shall be held before the written performance report is filed. The conference shall include but not be limited to:

1. Review of their performance of the teaching staff member based upon the job description.

2. Review of the teaching staff member's progress toward the objectives of the individual professional improvement plan developed at the previous annual conference.
 3. Review of available indicators of pupil progress growth toward the program objectives.
 4. Review of the annual written performance report and the signing of said report within five (5) working days of the review.
- F. The annual written performance report shall be prepared by a certified supervisor who has participated in the evaluation of the teaching staff member and shall include but not be limited to:
1. Performance areas of strength
 2. Performance areas needing improvement based upon the job description.
 3. An individual professional improvement plan developed by the supervisor and the teaching staff member
 4. Provision or performance data which has not been included in the report prepared by the supervisor to be entered into record by the evaluatee within ten (10) days after the signing of the report.

Non-Tenured Teaching Staff - Procedure:

The evaluation of non-tenured staff members shall consist of the following components:

- A. The observation of each such employee in the performance of assigned duties by an appropriate supervisor at least three (3) times annually, but once each semester in accordance with district rules.
- B. The written evaluation of both the employee's performance during observation and the employee's total performance as an employee of this district.
- C. An opportunity for the employee to record a timely disclaimer to the evaluations.

Supervisors shall make every effort to assist non-tenured teaching staff members in the remediation of deficiencies disclosed by observation and evaluation, and also conduct additional observations and evaluations of employees who are inexperienced or marginally competent.

ARTICLE VIII

PROTECTION OF TEACHERS, STUDENTS & PROPERTY

- A. Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey, which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher.
- B.
 1. The Board shall give such support including legal and other assistance to any teacher in an action resulting from an assault while in the discharge of his duties.
 2. When absence arises out of or from such assault, the teacher shall not forfeit any sick leave or personal leave.

3. Benefits derived under this or subsequent Agreements shall continue two (2) years beyond the period of any Workmen's Compensation when an absence arises out of or from assault.
- C.
 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.
 2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and shall cooperate in appropriate ways with the teacher, the police and the courts.
 - D. If criminal or civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, such teacher may request the Board to furnish legal counsel to defend him in such proceeding. If the Board does not provide such counsel and the teacher prevails in the proceeding, then the Board shall reimburse the teacher for counsel fees incurred by him in his own defense.
 - E. The Board shall reimburse teachers for the responsible cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment.
 - F. The Board shall reimburse a teacher for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as a result of any injury sustained by assault in the course of his employment.

ARTICLE IX

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and any individual teachers, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is not discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- D. After this Agreement is signed, copies shall be presented to members of the Board, all teachers and prospective employees. Preparation costs will be shared equally by the Board and the Association.

ARTICLE X
FRINGE BENEFITS

Insurance Protection:

- A. The Board of Education shall pay the premiums at full cost for employees and dependents for the New Jersey State Health Benefits Program, which will include the state stand alone prescription plan \$5/\$1 co-pay.

The requirements for "full-time" status for the State Health Benefits Program participation will be an average of 30.5 hours per week for employees effective September 1, 2002. All part-time teachers who were eligible for benefits under the previous contract are "grandfathered", and will be eligible for participation in the State Health Benefits Program.

- B. The Board of Education shall pay the appropriate coverage up to full family for any employee OR appropriate coverage under Washington National for any employee who began on or after October 1, 1987. No employee shall be entitled to both coverages at the expense of the Board.
- C. Any employee who chooses not to participate in any health insurance coverage offered by the Board of Education shall be entitled to receive 50% of the applicable premium based on waived coverage (Health Insurance Waiver form is attached as Appendix D). Only full-time teaching staff members are eligible for a rebate.
- D. The Board of Education shall provide dental insurance for all teaching staff members in a program prepared by Delta Dental Plan of New Jersey or an equivalent mutually acceptable to the Board of Education and the Beverly Education Association. Teaching staff members may elect to have family coverage for the dental insurance and will be responsible for 30% above the amount for single coverage. Beginning with an employee's tenure year, and each year after, the Board will pay 7.5% toward the teachers' 30%.
- E. Teachers who are protected under an equivalent prescription or dental plan through a spouse are not eligible for coverage.
- F. Identifying the insurance carrier shall be the prerogative of the Board of Education as long as it demonstrates to the Association that any changes in carriers will not reduce the range and levels of benefits and services. The requirement for "full-time" status for State Health Benefits Program participation will be an average of 30.5 hours per week for employees effective September 1, 2002. All part-time teachers who were eligible for benefits under the previous contract are "grandfathered", and will be eligible for participation in the State Health Benefits Program.

Longevity Increments:

- A. All teachers who were employed by the district prior to September 1, 1983, shall continue to receive longevity increments, as done so in the past. Additional increments of \$200.00 will be paid at the completion of the 4th, 8th, 12th, 16th, 20th, and every fourth year thereafter of teaching experience in the Beverly City School District.

- B. Any new teacher beginning employment for the first time in the district on or after September 1, 1983, shall receive a one-time longevity increment of:

\$200.00	on completion of the	4 th year only
\$400.00	on completion of the	8 th year only
\$600.00	on completion of the	12 th year only
\$800.00	on completion of the	16 th year only
\$1,000.00	on completion of the	20 th year only
\$1,200.00	on completion of the	24 th year only
\$1,400.00	on completion of the	28 th year only

Unused Sick Days:

The Board shall compensate each teacher upon retirement at the rate of forty dollars (\$40.00) per day for all unused sick days, up to a maximum of 200 days.

Perfect Attendance:

Any teacher earning a record of perfect attendance during a school term of September 1, - June 30, in a given year shall receive a bonus of \$450.00 at the conclusion of the school year. Perfect attendance shall mean that no personal (approved or unapproved) or sick days were used.

Any teacher who only uses up to two (2) sick or personal days during a given school year shall receive a \$225.00 bonus.

Only full-time teaching staff members are eligible for the attendance bonus.

ARTICLE XI
TEACHER HOURS AND TEACHING LOAD

- A. The teacher workday shall be seven (7) hours, twenty (20) minutes long, which shall include a thirty (30) minute duty free lunch. In addition to regular classroom assignment, teachers may be expected to, on rotating basis, handle such duties as deemed necessary by the administration. No teacher shall have duties for more than half the pupil days per year.
- B. The teacher shall be required to report for duty no earlier than fifteen (15) minutes before the opening of the pupil day and shall be permitted to leave thirty (30) minutes after the close of the pupil day, except on Friday's and days preceding holidays, teachers shall be permitted to leave fifteen (15) minutes after the close of the pupil day.
- C. Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings. Early dismissal time will no longer be granted on a regular basis.
- D. Regular monthly meetings of the BEA may be held at the close of the pupil day. Special meetings may be held with CSA approval.
- E. Teachers may be assigned to at least one instructional committee during the school year.
- F. The Board of education will provide supervision in the lunchroom and on the playground by personnel other than the professional teaching staff. Teachers will provide coverage in case of absence or emergency as determined by the CSA. Substitute coverage shall be

distributed as equitably as possible among the teachers available. Teachers will be compensated in accordance with ARTICLE XII, section G of the agreement.

- G. Teachers without homeroom assignments shall be assigned comparable duties during those time periods as deemed necessary and appropriate by the Administration.

ARTICLE XII SALARIES

Salaries shall be in accordance with the salary guides contained in Appendix B.

A. Summer Pay Plan Options -

1. Summer Pay Plan - Each teacher may individually elect to have ten percent (10%) of his monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate on the final day in June, or according to a schedule of payment (maximum of four (4) payments) as requested by the teacher before June 1st or upon death or termination of employment, if earlier.
2. Credit Union Plan - Each teacher may individually elect to have a percentage of his monthly salary deducted from his pay and deposited to his credit in the Atlantic-Burlington County Public Employees' Federal Credit Union. (ABCO)

- B. Credit for Education Improvement Courses - Credit for pay scale above Bachelor of Arts or Sciences shall be given for educational improvement courses, graduate and undergraduate, when applicable to the teacher's job.

- C. Teachers will be eligible for tuition reimbursement for approved graduate courses.

All certified teaching staff members shall be eligible for a reimbursement of 65% of the tuition costs for a maximum of 12 credits within a given school year.

The following criteria must be met to receive reimbursement:

- A minimum grade of C
- Courses must not be for certification
- Prior approval of course by the CSA
- A maximum of 5 employees will be eligible per year on seniority basis.

- D. Extra-Curricular Salary Guide for 2009/10 - (Appendix C).

- E. The practice of using a regular teacher as a substitute should be kept to a minimum, based on essential needs. Coverage shall be arranged by the administration and shall be distributed as equitably as possible among the teachers available. Availability shall refer to teachers who do not have a regularly scheduled class at the time a sub is required.

- F. When supervision is deemed necessary for extra-curricular activities by the administration, the teacher or teachers shall be compensated at the rate of \$16.00 per hour. Teachers shall participate in at least five (5) school related activities in addition to the regular work day schedule; however, not to include weekends, and in addition to parent conferences and field trips. Overnight trips shall be full voluntary, and not included as part of the five (5) assigned activities. The administration may assign teachers or use a voluntary system.

- G. Any faculty member may be assigned lunchroom supervision as deemed necessary by the CSA or his designee. Those providing supervision shall be paid at the rate of \$14.00/hour. The CSA shall seek volunteers, but may assign as deemed necessary and appropriate.
- H. All extra duty pay positions shall be advertised after approval by the Board of Education and prior to assignment.

ARTICLE XIII
EXTENDED LEAVES OF ABSENCE

- A. Maternity – In as much as a married female teacher has a twofold obligation, both to her family and to her employer, the leave of absence granted for maternity benefits is a mutual pact between the Board and said teacher to protect both teacher and Board. The request for leave of absence for maternity benefits shall be interpreted as evidence of said teacher's intent to resume her normal teaching duties within a reasonable lapse of time following delivery.
- B. The Board shall grant maternity leave without pay to any teacher upon request subject to the following stipulations and limitations:
 - 1. Maternity leave shall commence on the date requested by the physician.
 - 2. Any teacher granted maternity leave shall, at her request, be restored to a teaching position, subject area, and grade level comparable to that at the commencement of said leave.
 - 3. No teacher shall be prevented from returning to work after childbirth solely on the ground that there has not been time lapse between childbirth and desired date of return.
 - 4. The Board shall not remove any teacher from her duties during pregnancy if the teacher can produce a certificate from her physician stating that she is medically able to continue teaching.
 - 5. In view of the above, the Board and the Association agree that a reasonable time lapse shall not exceed three (3) months and that an additional three (3) months shall be granted upon request and that additional leave may be granted at the discretion of the Board when medical evidence is presented concerning either the health of the mother or the child.
- B. Personal Leave - Three (3) days personal leave shall be granted all teaching staff members without loss of pay. Personal leave not utilized during a given school year shall accumulate as sick leave for the following school year. Personal days must be approved in advance by the CSA in accordance with Administrative Guidelines.
- C. Death in the Family - In case of a member of the immediate family (immediate family as used here means husband, wife, parents, brothers, sisters, own children and grandparents) or the death of any relative of the teacher, who has lived in the home of the teacher for at least thirty (30) days preceding the death, such teacher shall be excused without loss of pay for a period not to exceed five (5) school days. Teachers shall be entitled to a one (1) day leave of absence in the event of the death of the mother or father of the spouse. Upon

- death in the family the teacher is requested to arrange the details of the absence with the principal. All days under this ruling shall be in addition to any sick or personal leave.
- D. Sickness in Family - All teaching staff members at the beginning of their second contract year shall be entitled to utilize three (3) sick days per family member as defined in the death leave clause. These days shall be deducted from accumulated sick leave and may not exceed the total accumulated leave.

ARTICLE XIV **IN SCHOOL WORK YEAR**

In school work year - 185 days, not including NJEA Convention. New personnel may be required to attend an additional day of orientation.

ARTICLE XV **REPRESENTATION FEE**

- A. Purpose of Fee - If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- B. Amount of Fee - Notification - Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.
- C. Deduction and Transmission of Fee -
1. Notification - On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.
 2. Payroll Deduction Schedule - The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
 3. Termination of Employment - If an employee who is required to pay a representation fee terminates his employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
 4. Mechanics - Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

5. Changes - The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.
6. New Employees - On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit during the preceding thirty (30) day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment or death.

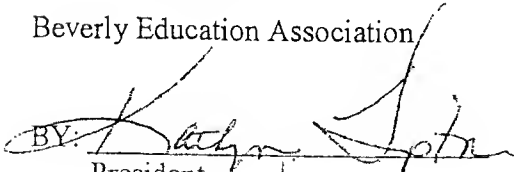
ARTICLE XVI
NON-STRIKE PLEDGE

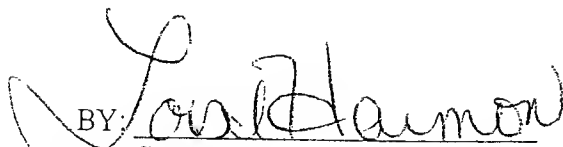
The Association covenants and agrees that during the term of the Agreement no member of the Association will cause, authorize, or support any employee strike.

ARTICLE XVII
DURATION OF AGREEMENT

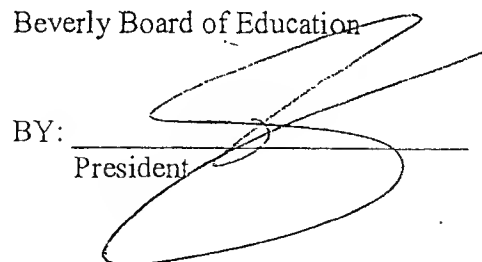
- A. This Agreement shall be effective as of September 1, 2009 and shall continue in effect until September 1, 2010 subject to the Association's right to negotiate over a successor agreement as provided in ARTICLE III. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president and attested by its secretary.


Beverly Education Association

BY: 
President

BY: 
Secretary

Beverly Board of Education

BY: 
President

BY: 
Secretary

ADDENDUM FOR TEACHER AIDES

Employees in this position are entitled to the following benefits in addition to their wages:

1. A person employed in this position shall be given thirty (30) days notice of termination;
2. Two (2) personal days which shall accumulate as sick days when unused;
3. Twenty dollars (\$20.00) per day shall be paid at retirement for unused sick days;
4. Compensation for perfect attendance shall be \$150.00 and \$100.00 for two (2) or less absences;
5. Three (3) days paid leave shall be granted for each death in the immediate family;
6. Teacher aides are allotted ten (10) sick days each year;
7. The Board of Education shall give each teacher aide either a contract of employment or written notice that employment will not be offered for the next school year by June 1st;
8. All teacher aides shall be eligible for 100% reimbursement of the tuition cost from an accredited community college for up to three (3) courses per year, subject to the approval of the Chief School Administrator, prior to beginning the course.

Salaries

Salary for Teacher Aides

Hourly Rate 2009-2010

LEVEL

1	10.86
2	11.36
3	11.86
4	12.36
5	12.86
6	13.36
7	13.86
8	14.36
9	14.86
10	15.61

2008-09

Level

1
2
3
4
5
6
7
8
9
10

2009-10

Level

1
2
3
4
5
6
7
8
9
10

APPENDIX A.

BEVERLY CITY SCHOOL
GRIEVANCE FORM

Grievant's Name _____

Grievance No. ____ - _____

Job Title and Grade _____

Description of Alleged Violation _____

Contractual Clause Violated _____

Date of Occurrence of Alleged Violation _____

Remedy Sought _____

Date of Level One Informal Discussion _____

Level One Response _____

Level One: I am not satisfied with the outcome at Level One and wish to proceed to Level Two.

Grievant's Signature _____

Date _____

LEVEL TWO: SUPERINTENDENT/PRINCIPAL

Date Received _____

Date Answered _____

Disposition () Denied () Granted

Reason _____

Signature of Superintendent _____

Date _____

Level Two: I am not satisfied with the outcome at Level Two and wish to proceed to Level Three.

Grievant's Signature _____

Date _____

LEVEL THREE: BOARD OF EDUCATION

Date Received _____

Date Answered _____

Disposition () Denied () Granted

APPENDIX A - GRIEVANCE FORM (continued)

Reason _____

Signature of Board President: _____

Date: _____

APPENDIX B – SALARY GUIDE						
	2009-2010					
Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	46,584	47,284	47,584	48,084	48,384	48,704
2	46,691	47,391	47,691	48,191	48,491	48,811
3	46,798	47,498	47,798	48,298	48,598	48,918
4	46,905	47,605	47,905	48,405	48,705	49,025
5	47,037	47,737	48,037	48,537	48,837	49,157
6	47,238	47,938	48,238	48,738	49,038	49,358
7	47,858	48,558	48,858	49,358	49,658	49,978
8	48,572	49,272	49,572	50,072	50,372	50,692
9	50,441	51,141	51,441	51,941	52,241	52,561
10	52,307	53,007	53,307	53,807	54,107	54,427
11	54,165	54,865	55,165	55,665	55,965	56,285
12	56,033	56,733	57,033	57,533	57,833	58,153
13	57,889	58,589	58,889	59,389	59,689	60,009
14	59,786	60,486	60,786	61,286	61,586	61,906
15	62,137	62,837	63,137	63,637	63,937	64,257
16	64,140	64,840	65,140	65,640	65,940	66,260
17	66,554	67,254	67,554	68,054	68,354	68,674
18	68,904	69,604	69,904	70,404	70,704	71,024
19	74,342	75,042	75,342	75,842	76,142	76,462
20	79,611	80,311	80,611	81,111	81,411	81,731
2008-2009			2009-2010			
STEP			1			
1			2			
2			3			
3			4			
4			5			
5			6			
6			7			
7			8			
8			9			
9			10			
10			11			
11			12			
12			13			
13			14			
14			15			
15			16			
16			17			
17			18			
18			19			
19			20			
20			20			

APPENDIX C - EXTRA-CURRICULAR SALARY GUIDE

Appendix C EXTRA-CURRICULAR SALARY GUIDE

Position	2009-2010
AV Coordinator	949.71
Boy's Basketball Coach	1899.44
Cheerleading Coach	1899.44
Drama (2 positions)	633.63
Fall Intramurals	474.12
Girls' Basketball Coach	1899.44
Head Teach/Disciplinarian *per hour	31.65
Hour Safety Patrol Advisor	949.71
School Newspaper Advisor	949.71
Spring Intramurals	474.12
Student Council Advisor	949.71
Yearbook Advisor	949.71

Appendix D (Health Insurance Waiver)

BEVERLY CITY BOARD OF EDUCATION

HEALTH INSURANCE WAIVER

For the consideration recited below, the undersigned employee, _____,
(the "Employee") and the Beverly City Board of Education ("Board") agree as follows:

1. Waiver - The Employee waives coverage under the Board's Health Insurance Plan ("Plan"), which is currently provided to the Employee. The Employee shall not be entitled to health benefits which have been specified under "Coverage Opting Out" on Page 2 of this waiver. In addition, the waiver of these benefits involves certain additional restrictions and certain risks, as outlined in this agreement and explained below.
2. Term - The waiver of coverage shall take effect _____. It is understood that this waiver shall be effective until revoked. In the event of a change in circumstances, the Employee will be allowed to revoke this waiver and re-enroll, subject to restrictions, as outlined below.
3. Pro-Ration - Employees who begin employment during course of the year (September 1-June 30) will be allowed to waive coverage as of the first day on which their coverage would begin, had it been elected. The Employee will then receive the payment indicated below, pro-rated for the partial year. An Employee who separates from service during the year in which a waiver is in effect will receive a pro-rated payment amount.
4. Consideration - The Employee shall receive, in consideration of the waiver of coverage stated below, an amount equal to 50% of the amount of the insurance premium saved by the Board as a result of the Employee's waiver of coverage. The payment to the Employee will be taxable and will be included in the income of the Employee for the year in which the payment was made. Payment shall be made to the Employee in two lump sum payments made December 30 and June 30.
5. Indemnification - The Employee knowingly makes this waiver and agrees to unconditionally indemnify, defend, save and hold harmless the Board and the Association from and against any and all liabilities, losses, damages, costs and expenses, which the Board and/or the Association incurs or may incur as a result of this waiver.

6. Reinstatement - The Employee may be reinstated in the Plan during the enrollment period or for a qualifying event by revoking this waiver, notifying the Board of the Employee's revocation as well as the Employee's intention of seeking reinstatement. However, the Employee will not be allowed to opt back out of the Plan for a period of thirty (30) days. The Employee must execute any forms reasonably required by the Board, or the insurance carriers, to begin reinstatement procedures. The Employee acknowledges that the Plan may have been terminated or altered during the period in which this waiver was in effect. The Employee's renewed participation in the Plan is also subject to any approval required by the insurance carrier, including any exclusions dictated by that carrier for any pre-existing conditions.
7. Cooperation - The Employee agrees to cooperate with the Board, both in the execution of this form and in the administration of any changes to the Employee's status regarding the Plan.
8. General - This agreement shall be binding on the Employee, those who would be entitled to the Employee's benefits through the application of any federal or state law, the Employee's respective legal or personal representatives, heirs, executors, administrators, successors and assigns. In the event that any one or more of the provisions in this agreement shall be held to be invalid, the agreement shall be construed as if such invalid provision has been excised. This agreement constitutes the entire agreement of the Board and the Employee with reference to the subject matter contained herein. The agreement may not be modified, altered or amended except by a writing executed by the Board and the Employee. This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
9. Payment to Estate - In the event an Employee who has waived coverage dies during the course of the year, payment on a pro-rated basis shall be made to the Employee's estate.

Having read the Waiver of Healthcare relative to the Voluntary Waiver Incentive Plan for Insurances, I hereby make the following waiver.

IN WITNESS WHEREOF, THE EMPLOYEE HAS EXECUTED THIS WAIVER AS OF ____
DAY OF _____, 20 .

Coverage Opting Out: _____Medical _____Prescription _____Dental

Type of Coverage (Single, H/W, P/C, Family) _____
(Please Circle)

Proof of Other Coverage Provided: (Copy of Insurance Card or other Legal Documentation)

Date

Employee Signature

Employee Name (PRINT)

Association Representative Signature

Association Representative (PRINT)